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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION NO.
)	
IMC MAGNETICS CORPORATION;)	
PRESTIGE CLEANERS, INC.;)	
CINTAS CORPORATION, formerly)	
known as UNITOG RENTAL)	
SERVICES, INC.; JANSTAR)	
DEVELOPMENT, INC.; CIRCUIT)	
EXPRESS INC.; K&S)	
INTERCONNECT, INC., formerly)	
known as CERPROBE)	
CORPORATION; SERVICE &)	
SALES, INC.; and SHERMAN)	
LEIBOVITZ,)	
)	
Defendants.)	
)	

COMPLAINT

Plaintiff The United States of America ("United States"), by the authority of the Attorney General and at the request and on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), allege as follows:

STATEMENT OF THE CASE

1. This is a civil action pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9607, against Defendants IMC Magnetics Corporation ("IMC"); Prestige Cleaners, Inc. ("Prestige Cleaners"); Cintas Corporation, formerly known as Unitog Rental Services, Inc. ("Cintas"); Janstar Development, Inc. ("Janstar"); Circuit Express Inc. ("Circuit Express"); K&S Interconnect, Inc., formerly known as Cerprobe Corporation ("K&S"); Service & Sales, Inc. ("Service & Sales"); and Sherman Leibovitz. The United States seeks recovery of costs incurred in response to releases and threatened releases of hazardous substances at and from the South Indian Bend Wash Superfund Site in Tempe, Arizona (the "Site") as well as costs incurred in connection with the investigation of different facilities owned and/or operated by Defendants within the Site. The United States also seeks a declaration that Defendants are jointly and severally liable for future costs of response.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this matter pursuant to

28 U.S.C. §§ 1331, 1345 and Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607, 9613.

3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and (c) and 42 U.S.C. § 9613 because the claims arose and the releases of hazardous substances occurred in this District.

THE DEFENDANTS

4. Defendant IMC is an Arizona corporation with its principal place of business in Los Angeles, California.

5. Defendant Cintas is a Delaware Corporation with its principal place of business in Cincinnati, Ohio. Defendant Cintas is the successor by merger to Unitog Rental Services, Inc.

6. Defendant Prestige Cleaners is an Arizona corporation with its principal place of business in Scottsdale, Arizona.

7. Defendant Janstar is an Arizona corporation with its principal place of business in Tempe, Arizona.

8. Defendant K&S is an Arizona corporation with its principal place of business in Tempe, Arizona. K&S is the successor by merger to Cerprobe Corporation.

9. Defendant Circuit Express is an Arizona corporation with its principal place of business in Tempe, Arizona.

10. Defendant Service & Sales is an Arizona corporation with its principal place of business in Tempe, Arizona.

11. Defendant Sherman Leibovitz is an individual residing

in Pleasant Valley, Arizona.

GENERAL ALLEGATIONS

12. The Site is a widespread plume of groundwater contamination placed on the National Priorities List ("NPL") in 1984. Site groundwater is contaminated with hazardous substances, including volatile organic compounds ("VOCs") such as trichloroethylene ("TCE") and perchloroethylene ("PCE").

13. The Site encompasses the following facilities located in Tempe, Arizona: 1900 East Fifth Street; 214 South Rockford Drive; 128 South Siesta Lane; 600 Rockford Drive; 2149 E. Fifth Street; 1830 East Third Street; and 1853 E. Third Street (hereinafter the "Facilities").

14. Beginning in 1965, IMC owned and operated the facility at 1900 East Fifth Street to produce electrical components for the aerospace industry. During the time of IMC's ownership and operation of 1900 East Fifth Street, "hazardous substances" within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), including TCE, were disposed of at the facility.

15. IMC currently owns 1900 East Fifth Street.

16. From 1980 to 1988, Prestige Cleaners operated the facility at 214 South Rockford Drive as a dry-cleaning facility. During the time of Prestige Cleaner's operation of the facility, "hazardous substances" within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), including PCE, were disposed of at

the facility.

17. Cintas currently owns 214 South Rockford Drive.

18. From 1986 to 1989, Prestige Cleaners operated 128 South Siesta Lane as a dry-cleaning business. During the time of Prestige Cleaner's operation of 214 South Rockford Drive, "hazardous substances" within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), including PCE, were disposed of at the facility.

19. Janstar became the owner of 128 South Siesta Lane in 1985 and continues to own the facility.

20. From 1987 to 1993, Circuit Express operated the facility at 2149 East Fifth Street to make circuit boards. During the time of Circuit Express' operation of 2149 East Fifth Street, "hazardous substances" within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), including PCE, were disposed of at the facility.

21. Circuit Express is the current owner of 2149 East Fifth Street.

22. From 1987 to 1997, K&S operated 600 S. Rockford Drive to manufacture test equipment for electronic circuits. During the time of K&S' operations, "hazardous substances" within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), including PCE, were disposed of at the facility.

23. K&S continues to own and operate 600 S. Rockford Drive.

24. From 1988 to the present, Sherman Leibovitz, owned and operated 1830 East Third Street as a dry cleaning business under the name of Eldon Drapery Cleaners. During the time of Mr. Leibovitz' ownership and operation, "hazardous substances" within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), including PCE and TCE, were disposed of at the facility.

25. From 1974 to 1979, Service & Sales, Inc. owned and operated 1853 East Third Street to manufacture and repair aerospace components. During the time of Service & Sales' ownership and operation, "hazardous substances" within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), including TCE, were disposed of at the facility. Service & Sales continues to own 1853 East Third Street.

26. Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), provides in pertinent part:

Notwithstanding any other provision or rule of law, and subject only to the defenses set forth in subsection (b) of this section --

(1) the owner and operator of a . . . facility,

(2) any person who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed of,

* * *

from which there is a release, or threatened release which causes the incurrence of response costs, of a hazardous substance, shall be liable for--

(A) all costs of removal or remedial action incurred by the United States Government . . . not inconsistent with the national contingency plan; . . .

27. The South Indian Bend Wash Superfund Site is a "facility" within the meaning of Section 101(9) of CERCLA, 42 U.S.C. 9601(9).

28. Each of the Facilities is a "facility" within the meaning of Section 101(9) of CERCLA, 42 U.S.C. 9601(9).

29. There have been releases and threatened releases of "hazardous substances" within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), at and from the South Indian Bend Wash Superfund Site.

30. There have been releases and threatened releases of "hazardous substances" within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), at and from each of the Facilities.

31. The releases and threatened releases of hazardous substances at and from the South Indian Bend Wash Superfund Site and at and from each of the Facilities have caused and continue to cause the United States to incur costs to conduct response activities at the Site, including, but not limited to, studies, investigations, oversight, enforcement and indirect costs.

32. The response actions taken by the United States in response to a release of hazardous substances at and from the South Indian Bend Wash Superfund Site and each of the Facilities

were not inconsistent with the National Contingency Plan ("NCP"), 40 C.F.R. Part 300 et seq.

FIRST CLAIM FOR RELIEF
(IMC)

33. Paragraphs 1 through 32 are realleged and incorporated by reference.

34. As the owner and operator of a facility from which there has been a release or threatened release of a hazardous substance, which led to the incurrence of response costs, IMC is jointly and severally liable for all such costs under Sections 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

35. As the owner and operator of a facility at the time of disposal of a hazardous substance from which facility there has been a release or threatened release of a hazardous substance, which led to the incurrence of response costs, IMC is jointly and severally liable for all such costs under Sections 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

SECOND CLAIM FOR RELIEF
(Prestige Cleaners)

36. Paragraphs 1 through 32 are realleged and incorporated by reference.

37. As the operator of a facility at the time of disposal of a hazardous substance from which facility there has been a release or threatened release of a hazardous substance, which led to the incurrence of response costs, Prestige Cleaners is jointly

and severally liable for all such costs under Sections 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

THIRD CLAIM FOR RELIEF
(Cintas)

38. Paragraphs 1 through 32 are realleged and incorporated by reference.

39. As the owner of a facility from which there has been a release or threatened release of a hazardous substance, which led to the incurrence of response costs, Cintas is jointly and severally liable for all such costs under Sections 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

FOURTH CLAIM FOR RELIEF
(Janstar)

40. Paragraphs 1 through 32 are realleged and incorporated by reference.

41. As the owner of a facility from which there has been a release or threatened release of a hazardous substance, which led to the incurrence of response costs, Janstar is jointly and severally liable for all such costs under Sections 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

42. As the owner of a facility at the time of disposal of a hazardous substance from which facility there has been a release or threatened release of a hazardous substance, which led to the incurrence of response costs, Janstar is jointly and severally liable for all such costs under Sections 107(a)(2) of CERCLA, 42

U.S.C. § 9607(a)(2).

FIFTH CLAIM FOR RELIEF
(Circuit Express)

43. Paragraphs 1 through 32 are realleged and incorporated by reference.

44. As the owner and operator of a facility from which there has been a release or threatened release of a hazardous substance, which led to the incurrence of response costs, Circuit Express is jointly and severally liable for all such costs under Sections 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

45. As the owner and operator of a facility at the time of disposal of a hazardous substance from which facility there has been a release or threatened release of a hazardous substance, which led to the incurrence of response costs, Circuit Express is jointly and severally liable for all such costs under Sections 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

SIXTH CLAIM FOR RELIEF
(K&S)

46. Paragraphs 1 through 32 are realleged and incorporated by reference.

47. As the owner and operator of a facility from which there has been a release or threatened release of a hazardous substance, which led to the incurrence of response costs, K&S Interconnect is jointly and severally liable for all such costs under Sections 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

48. As the owner and operator of a facility at the time of disposal of a hazardous substance from which facility there has been a release or threatened release of a hazardous substance, which led to the incurrence of response costs, K&S, as the successor to Cerprobe, is jointly and severally liable for all such costs under Sections 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

SEVENTH CLAIM FOR RELIEF
(Service & Sales)

49. Paragraphs 1 through 32 are realleged and incorporated by reference.

50. As the owner of a facility from which there has been a release or threatened release of a hazardous substance, which led to the incurrence of response costs, Service & Sales is jointly and severally liable for all such costs under Sections 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

51. As the owner and operator of a facility at the time of disposal of a hazardous substance from which facility there has been a release or threatened release of a hazardous substance, which led to the incurrence of response costs, Service & Sales is jointly and severally liable for all such costs under Sections 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

EIGHTH CLAIM FOR RELIEF
(Sherman Leibovitz)

52. Paragraphs 1 through 32 are realleged and incorporated

by reference.

53. As the owner and operator of a facility from which there has been a release or threatened release of a hazardous substance, which led to the incurrence of response costs, Sherman Leibovitz is jointly and severally liable for all such costs under Sections 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

54. As the owner and operator of a facility at the time of disposal of a hazardous substance from which facility there has been a release or threatened release of a hazardous substance, which led to the incurrence of response costs, Sherman Leibovitz is jointly and severally liable for all such costs under Sections 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

NINTH CLAIM FOR RELIEF
(Declaratory Judgment)

55. Paragraphs 1 through 54 are realleged and incorporated by reference.

56. Pursuant to Section 113(g)(2) of CERCLA, 42 U.S.C. §9613(g)(2), a declaratory judgment should be entered against all Defendants declaring them jointly and severally liable for future response costs not inconsistent with the NCP to be incurred by the United States in connection with the Site.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff the United States prays that the Court:

1. Enter judgment against Defendants, jointly and severally, and in favor of the United States, for all costs

incurred in response to the release or threat of release of hazardous substances at and from the Site and the Facilities, plus interest;

2. Enter a declaratory judgment pursuant to Section 113(g)(2) of CERCLA, 42 U.S.C. § 9613(g)(2), that Defendants are liable, jointly and severally, for all future response costs to be incurred by the United States in connection with the Site and the Facilities in response to the release or threat of release of hazardous substances, not inconsistent with the NCP;

3. Award court costs to the United States; and

4. Grant such other relief as this Court deems just and proper.

DATED this ___ day of January, 2007.

Respectfully submitted,

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